MEMORANDUM OF UNDERSTANDING

BETWEEN

MTA METRO-NORTH

And

TRANSPORT WORKERS UNION OF AMERICA

Locals 2001 and 2055

Representing

Carmen, Carmen Helpers & Coach Cleaners

The parties hereby agree to the following amendments and changes to the Collective Bargaining Agreement for the period July 16, 2010 through March 15, 2017

This Memorandum of Understanding is subject to ratification by the membership of the Transport Workers Union of America, the TWU International President and final approval by the Metropolitan Transportation Authority Board of Directors.

THIS AGREEMENT is made this 5th day of February, 2015, by and between Metro-North Commuter Railroad ("Metro-North") and the employees represented by the Transport Workers Union of America, Locals 2001 and 2055.

ARTICLE I – GENERAL WAGE INCREASES

SECTION 1 – 2011 GENERAL WAGE INCREASE

Effective January 16, 2011, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on January 15, 2011 shall be increased by two percent (2%).

Effective July 16, 2011, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on July 15, 2011 shall be increased by one and one-half percent (1.5%).

SECTION 2 – 2012 GENERAL WAGE INCREASE

Effective January 16, 2012, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on January 15, 2012 shall be increased by one and one—half percent (1.5%).

Effective July 16, 2012, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on July 15, 2012 shall be increased by one and one-half percent (1.5%).

SECTION 3 – 2013 GENERAL WAGE INCREASE

Effective January 16, 2013, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on January 15, 2013 shall be increased by one and one-half percent (1.5%).

Effective July 16, 2013, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on July 15, 2013 shall be increased by one and one-half percent (1.5%).

SECTION 4 – 2014 GENERAL WAGE INCREASE

Effective January 16, 2014, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on January 15, 2014 shall be increased by one and one-half percent (1.5%).

Effective July 16, 2014, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on July 15, 2014 shall be increased by one and one-half percent (1.5%).

SECTION 5 - 2015 GENERAL WAGE INCREASE

Effective January 16, 2015, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on January 15, 2015 shall be increased by one and one-half percent (1.5%).

Effective July 16, 2015, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on July 15, 2015 shall be increased by one and one-half percent (1.5%).

SECTION 6 – 2016 GENERAL WAGE INCREASE

Effective January 16, 2016, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on January 15, 2016 shall be increased by one and one-half percent (1.5%).

SECTION 7 – ELIGIBILITY FOR WAGE INCREASES

The January 16, 2011, July 16, 2011, January 16, 2012, July 16, 2012, January 16, 2013, July 16, 2013, January 16, 2014, July 16, 2014 and January 16, 2015 retroactive payments shall be granted only to current employees for service performed in 2010, 2011, 2012, 2013, 2014, and 2015 on a prorated basis for employees who, during 2010, 2011, 2012, 2013, 2014 and 2015: 1) retired; 2) died; 3) resigned while having vested right to a pension under the MTA Defined Benefit Pension Plan or a vested right under the Defined Contribution Plan; or 4) were dismissed and subsequently reinstated or rehired with seniority restored.

ARTICLE II – HEALTH AND WELFARE BENEFITS

The Health and Welfare Benefits Provisions of the applicable Collective Bargaining Agreements shall be amended as follows: all active employees covered by this Agreement shall on the first pay period on which the general wage increase above are implemented, contribute, on a pre-tax basis, two percent (2%) of their straight time earnings up to forty (40) hours per week to defray the cost of Health Benefits. The parties agree that the increased contribution shall not be payable on any retroactive amounts.

ARTICLE III – PENSION BENEFITS

All employees hired after full and final ratification of this Agreement shall continue member contributions for fifteen (15) years to the MTA Defined Benefit Pension Plan.

ARTICLE IV – WAGE PROGRESSION

There shall be amendments to each wage progression for all employees hired after full and final ratification of this Agreement as provided in Appendix A to this Agreement.

ARTICLE V – MORATORIUM

(1) The Agreement shall be effective July 16, 2010 and shall remain in effect through March 15, 2017 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(2) The parties to this Agreement shall not serve or progress prior to August 15, 2016 (not to become effective before March 16, 2017) any notice or proposal for the purpose of changing agreements.

This Memorandum of Understanding is subject to ratification by the membership of TWU, approval of the TWU International President and final approval by the Metropolitan Transportation Authority Board of Directors.

In Witness Whereof, the parties hereto sign their Agreement this 5th day of February 2015.

FOR TRANSPORT WORKERS UNION OF AMERICA

John Feltz
President, Local 2001

Brian DeLucia
President, Local 2055

METROPOLITAN TRANSPORTATION AUTHORITY

Anita Miller
Director - Labor Relations

METRO-NORTH RAILOAD

Ralph J. Agritelley
Vice President - Labor Relations

Andrew J. Paul
Director – Labor Relations

347 Madison Avenue
New York, NY 10017-3739
www.mta.info

Joseph J. Giulietti
President

Metro-North Railroad

APPENDIX A

TRANSPORT WORKERS UNION OF AMERICA

Locals 2001 and 2055
Carmen and Coach Cleaners

Current Wage Structure for All Titles		Wage Progression for New Employees Hired After Full & Final Ratification	
1st	70%	1st	70%
2nd	75%	2nd	70%
3rd	80%	3rd	75%
4th	85%	4th	82%
5th	90%	5th	85%
6th	100%	6th	100%

347 Madison Avenue
New York, NY 10017-3739
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Joseph J. Giulietti
President

Metro-North Railroad

February 5, 2015

Mr. John Feltz
President - Local 2001 –TWU
570 Taxter Road
Elmsford, NY 10523

Mr. Brian DeLucia
President – Local 2055 - TWU
112 Culver Lane
North Haven, CT 06473

Dear Mr. Feltz and Mr. DeLucia:

This is to confirm our understanding reached during recently concluded collective bargaining sessions.

In the event the Carrier reaches subsequent agreements with other Unions, in the current round of bargaining, which provide for superior provisions on the below-described subjects, the Carrier will offer an option to the Transport Workers Union of America for equivalent treatment on such matters.

The matters, which the option embraces, are as follows:

1. Wages
2. Pensions
3. Health and Welfare Benefits
4. Vacations, Holidays, Personal Leave or Sick Leave
5. Moratorium Date

As an illustration of the working of the above-described arrangement, in the event another Union trades a valuable work rule for equivalent dollars to be added to the settlement package, the Transport Workers Union of America will be offered the option of trading one of their valuable work rules for its equivalent value to purchase a similar benefit with no overall added cost to the Carrier.

Sincerely,

Ralph J. Agritelley
Vice President - Labor Relations

Metro-North Railroad

February 5, 2015

Mr. John Feltz
President - Local 2001 –TWU
570 Taxter Road
Elmsford, NY 10523

Mr. Brian DeLucia
President – Local 2055 - TWU
112 Culver Lane
North Haven, CT 06473

Re: 401(k) / 457 Contributions

Dear Mr. Feltz and Mr. DeLucia:

This will confirm our understanding reached that employees will have the option to place some portion of their retroactive wage adjustments into a 401(k) and/or 457 plan, subject to the legal limitations that are in place. Informational meetings will be held on the property, at the various locations, to familiarize employees with these tax deferred programs.

Very yours truly,

Ralph Agritelley
Vice President, Labor Relations